

EXHIBIT A

18 P
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2021 DEC 15 PM 2:29

COUNTY OF KALAMAZOO

2021-049176 12/15/2021 02:59:43 PM

Pages: 1 of 18 DEED

ASK SERVICES INC

Meredith Place County Clerk/Register Kalamazoo County, MI



COVENANT DEED

CERT #308102

KALAMAZOO MALL, L.L.C., a Michigan limited liability company ("Grantor"), by and through Gregory T. Maloney, as Receiver, pursuant to that certain Consent Order Appointing Receiver dated June 22, 2021, whose address is c/o Jones Lang LaSalle America, Inc., 6365 Halcyon Way, Suite 970, Alpharetta, GA 30005, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by **CROSSROADS MALL REALTY HOLDING LLC**, a Michigan limited liability company, whose address is c/o Kohan Retail Investment Group, LLC, 1010 Northern Boulevard, Suite 212, Great Neck, NY 11021 ("Grantee"), the receipt and sufficiency of which are hereby acknowledged has conveyed and does hereby convey unto Grantee that certain land located in Kalamazoo County, Michigan, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference, together with all improvements located on such land (such land and improvements being collectively referred to as the "Property").

~~SEE~~ REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT FOR ACTUAL CONSIDERATION.

Grantor is authorized to convey the Property pursuant to that Consent Order Confirming Sale of Property entered on December 1, 2021, by the Kalamazoo County Circuit Court in Case No. 2021-0226-CB, a copy of which is attached hereto as Exhibit B. This conveyance is made and accepted subject to all matters (the "Permitted Encumbrances") set forth in Exhibit C, attached hereto and incorporated herein by reference. Grantor covenants and agrees that Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter, or thing that would cause the premises or any part of them to be charged or encumbered in title, estate, or otherwise except as set forth as in the Permitted Encumbrances.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, tenements, hereditaments, and appurtenances pertaining thereto, including all of Grantor's right, title and interest in and to adjacent streets, alleys, rights-of-way, reversions, remainder or remainders, rents, issues, and profits thereof, subject to the Permitted Encumbrances, and all of the estate, right, title, interest, claims or demands whatsoever, of Grantor, either in law or equity, of, in, or to the above-described premises with the tenements, hereditaments and appurtenances, unto Grantee and Grantee's successors and assigns forever.

Grantor makes no warranties of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, any and all improvements located thereon and/or comprising a part thereof). GRANTEE, BY ACCEPTANCE OF THIS COVENANT DEED, ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF SAME AND THAT IT ACCEPTS SUCH PROPERTY AS IS AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, NO IMPLIED WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, SAVE AND EXCEPT THE WARRANTIES OF TITLE CONTAINED HEREIN.

EXECUTED as of the 9th day of December, 2021.

KALAMAZOO MALL, L.L.C., a Michigan
limited liability company by Gregory T. Maloney,
as receiver, pursuant to that certain Consent Order
Appointing Receiver dated June 22, 2021

By: 
Gregory T. Maloney, Receiver

[Acknowledgment on following page]



STATE OF Georgia **ACKNOWLEDGMENT**
COUNTY OF Forsyth §
§
§

On this 9th day of December, 2021, the undersigned, a Notary Public in and for the said County and State, hereby certifies that before me personally appeared Gregory T. Maloney, as Receiver, known to me or proved to me on the basis of satisfactory evidence, to be the Court appointed receiver for Kalamazoo Mall, L.L.C., a Michigan limited liability company, who, having been duly authorized, executed the foregoing instrument and acknowledged the due execution of the said instrument to be the free and voluntary act and deed of said for the uses and purposes therein stated.

Witness my hand and Notarial Seal.



M Renne
Print Name: M Renne
County of State of Georgia
My Commission Expires: 1/14/2024
Acting in Forsyth County

PREPARED BY:

Adam M. Fishkind, Esq.
Dykema Gossett PLLC
39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

AFTER RECORDING, RETURN TO:

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PORTAGE, IN THE COUNTY OF KALAMAZOO, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 POST OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 1233.76 FEET FOR THE PLACE OF BEGINNING; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 27.50 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 30 SECONDS WEST 541.00 FEET; THENCE 52.51 FEET; ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 40.00 FEET, CENTRAL ANGLE 75 DEGREES 12 MINUTES 28 SECONDS, CHORD BEARING SOUTH 52 DEGREES 22 MINUTES 16 SECONDS WEST 48.82 FEET; THENCE SOUTH 14 DEGREES 46 MINUTES 02 SECONDS WEST 302.50 FEET; THENCE 171.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 336.00 FEET, CENTRAL ANGLE 29 DEGREES 16 MINUTES 38 SECONDS, CHORD BEARING SOUTH 29 DEGREES 24 MINUTES 21 SECONDS WEST 169.83 FEET; THENCE SOUTH 06 DEGREES 20 MINUTES 16 SECONDS WEST 78.87 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 50 SECONDS EAST 153.14 FEET; THENCE SOUTH 06 DEGREES 16 MINUTES 10 SECONDS WEST 335.20 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 467.03 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 496.50 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 18.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS WEST 660.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 220.00 FEET; THENCE SOUTH 03 DEGREES 43 MINUTES 11 SECONDS WEST 589.62 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 54.63 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 33.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 217.00 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 05 SECONDS EAST 365.13 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 20 SECONDS EAST 6.99 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST 307.70 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 577.40 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 977.70 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 54.61 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS WEST 1081.55 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS EAST 1062.82 FEET; THENCE SOUTH 00 DEGREES 03 MINUTES 30 SECONDS WEST 150.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 19 SECONDS EAST 217.32 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 208.41 FEET; THENCE SOUTH 46 DEGREES 00 MINUTES 00 SECONDS WEST 42.20 FEET; THENCE NORTH 44 DEGREES 12 MINUTES 17 SECONDS WEST 303.86 FEET; THENCE 441.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 536.00 FEET, CENTRAL ANGLE 47 DEGREES 11 MINUTES 51 SECONDS, CHORD BEARING NORTH 67 DEGREES 48 MINUTES 13 SECONDS WEST 429.15 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 15 SECONDS WEST 174.31 FEET; THENCE 261.80 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 336.00 FEET, CENTRAL ANGLE 44 DEGREES 38 MINUTES 33 SECONDS, CHORD BEARING SOUTH 66 DEGREES 16 MINUTES 34 SECONDS WEST 255.23 FEET; THENCE SOUTH 43 DEGREES 57 MINUTES 18 SECONDS WEST 167.73 FEET; THENCE 52.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 336.00 FEET, CENTRAL ANGLE 08 DEGREES 59 MINUTES 20 SECONDS, CHORD BEARING SOUTH 39 DEGREES 27 MINUTES 38 SECONDS WEST 52.66 FEET; THENCE SOUTH 14 DEGREES 32 MINUTES 25 SECONDS EAST 533.02 FEET; THENCE NORTH 75 DEGREES 32 MINUTES 05 SECONDS EAST 511.00 FEET; THENCE NORTH 45 DEGREES 31 MINUTES 05 SECONDS EAST 32.57 FEET; THENCE NORTH 57 DEGREES 30 MINUTES 00 SECONDS EAST 110.93 FEET; THENCE NORTH 14 DEGREES 30 MINUTES 00 SECONDS WEST 205.00 FEET; THENCE NORTH 57 DEGREES 30 MINUTES 00 SECONDS EAST 308.00 FEET; THENCE SOUTH 43 DEGREES 31 MINUTES 36 SECONDS EAST 361.21 FEET; THENCE SOUTH 56 DEGREES 30 MINUTES 32 SECONDS WEST 558.79 FEET; THENCE SOUTH 22 DEGREES 44 MINUTES 43 SECONDS WEST 82.56 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 13



SECONDS EAST 25.00 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 47 SECONDS WEST 24.00 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 13 SECONDS EAST 240.50 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 00 SECONDS EAST 150.73 FEET; THENCE NORTH 30 DEGREES 30 MINUTES 00 SECONDS EAST 11.25 FEET; THENCE SOUTH 59 DEGREES 30 MINUTES 00 SECONDS EAST 425.00 FEET; THENCE NORTH 14 DEGREES 46 MINUTES 02 SECONDS EAST 101.27 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 583.17 FEET TO THE PLACE OF BEGINNING.

EXCEPT, PART OF SECTION 09, TOWN 3 SOUTH, RANGE 11 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 1413.99 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 41.71 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 05 SECONDS EAST 365.13 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 20 SECONDS EAST 6.99 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST 307.70 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 577.40 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 497.00 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 589.11 FEET; THENCE NORTH 14 DEGREES 28 MINUTES 43 SECONDS WEST 82.90 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 367.05 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 797.33 FEET; THENCE SOUTH 84 DEGREES 22 MINUTES 24 SECONDS WEST 485.28 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 47 SECONDS WEST 309.90 FEET; THENCE SOUTH 06 DEGREES 16 MINUTES 56 SECONDS WEST 162.85 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 39 SECONDS WEST 200.47 FEET TO BEGINNING.

ALSO EXCEPT, COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; AND RUNNING THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 1455.70 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 05 SECONDS EAST 365.13 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 20 SECONDS EAST 6.99 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST 307.70 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 577.40 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 248.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 729.24 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 54.61 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS WEST 280.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 38.00 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 228.87 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 284.35 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 136.35 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 40.24 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 43 SECONDS EAST 16.97 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 64.76 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 6.00 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 24.25 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 169.00 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 30.54 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 17 SECONDS WEST 10.04 FEET; THENCE NORTH 74 DEGREES 28 MINUTES 43 SECONDS WEST 6.00 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 17 SECONDS WEST 35.70 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 131.69 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 209.11 FEET; THENCE SOUTH 30 DEGREES 46 MINUTES 17 SECONDS WEST 341.91 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 199.09 FEET TO BEGINNING.

PARCEL 2:

PART OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 POST OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; THENCE SOUTH 00 DEGREES 01 MINUTES 30 SECONDS EAST 80.79 FEET; THENCE SOUTH 00



DEGREES 01 MINUTES 30 SECONDS EAST 120.96 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST 321.47 FEET; THENCE 214.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 279.00 FEET, CENTRAL ANGLE OF 44 DEGREES 03 MINUTES 30 SECONDS, CHORD BEARING SOUTH 68 DEGREES 01 MINUTES 45 SECONDS WEST 209.29 FEET; THENCE SOUTH 46 DEGREES 00 MINUTES 00 SECONDS WEST, 150.43 FEET; THENCE SOUTH 50 DEGREES 53 MINUTES 50 SECONDS WEST 36.27 FEET; THENCE NORTH 43 DEGREES 31 MINUTES 36 SECONDS WEST 381.21 FEET; THENCE SOUTH 57 DEGREES 30 MINUTES 00 SECONDS WEST 306.00 FEET; THENCE SOUTH 14 DEGREES 30 MINUTES 00 SECONDS EAST 206.00 FEET; THENCE SOUTH 57 DEGREES 30 MINUTES 00 SECONDS WEST 110.93 FEET; THENCE SOUTH 45 DEGREES 31 MINUTES 05 SECONDS WEST 32.57 FEET; THENCE SOUTH 75 DEGREES 32 MINUTES 05 SECONDS WEST 511.00 FEET; THENCE NORTH 14 DEGREES 32 MINUTES 25 SECONDS WEST 188.78 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 14 DEGREES 32 MINUTES 25 SECONDS WEST 344.24 FEET; THENCE 52.71 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 336.00 FEET, CENTRAL ANGLE OF 08 DEGREES 59 MINUTES 20 SECONDS, CHORD BEARING NORTH 39 DEGREES 27 MINUTES 38 SECONDS EAST 52.66 FEET; THENCE NORTH 43 DEGREES 57 MINUTES 18 SECONDS EAST 14.54 FEET; THENCE SOUTH 14 DEGREES 32 MINUTES 25 SECONDS EAST 382.79 FEET; THENCE SOUTH 75 DEGREES 27 MINUTES 35 SECONDS WEST 56.00 FEET TO BEGINNING.

PARCEL 3:

ALL THAT PARCEL OF LAND SITUATED AND BEING IN THE EAST 1/2 OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 POST OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; THENCE NORTH 00 DEGREES 08 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 662.92 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST 1045.00 FEET ALONG THE SOUTH LINE OF MALL DRIVE TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST 50.01 FEET; THENCE SOUTH 00 DEGREES 08 MINUTES 00 SECONDS EAST 585.04 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 30 SECONDS EAST 48.95 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 47 SECONDS WEST 585.00 FEET TO THE PLACE OF BEGINNING AND PLACE OF ENDING OF THIS DESCRIPTION.

EASEMENT PARCEL:

TOGETHER WITH NON-EXCLUSIVE EASEMENTS AND PRIVILEGES OF USE, EGRESS, INGRESS, PARKING, UTILITY AND OTHER PURPOSES CREATED, LIMITED AND DEFINED IN CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT RECORDED IN LIBER 1061, PAGE 1228, AS AMENDED IN LIBER 1086, PAGE 676, LIBER 1131, PAGE 305, LIBER 1355, PAGE 992, AND ASSIGNED IN LIBER 2106, PAGE 1497 AND AGREEMENT RECORDED IN LIBER 1486, PAGE 408, KALAMAZOO COUNTY RECORDS.

PARCEL 4:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST AND RUNNING THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, 1455.70 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 05 SECONDS EAST 365.13 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 20 SECONDS EAST 6.99 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST 307.70 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST 577.40 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 248.46 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 17 SECONDS WEST 729.24 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 56 SECONDS EAST 54.61 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 30 SECONDS WEST 280.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 30 SECONDS EAST 38.00 FEET; THENCE SOUTH 00 DEGREES 01



MINUTES 30 SECONDS EAST 228.87 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 284.35 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 136.35 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 40.24 FEET; THENCE SOUTH 59 DEGREES 28 MINUTES 43 SECONDS EAST 16.97 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 64.76 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 6.00 FEET; THENCE NORTH 75 DEGREES 31 MINUTES 17 SECONDS EAST 24.25 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 169.00 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 30.54 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 17 SECONDS WEST 10.04 FEET; THENCE NORTH 74 DEGREES 28 MINUTES 43 SECONDS WEST 6.00 FEET; THENCE SOUTH 15 DEGREES 31 MINUTES 17 SECONDS WEST 35.70 FEET; THENCE SOUTH 14 DEGREES 28 MINUTES 43 SECONDS EAST 131.69 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 209.11 FEET; THENCE SOUTH 30 DEGREES 46 MINUTES 17 SECONDS WEST 341.91 FEET; THENCE SOUTH 75 DEGREES 31 MINUTES 17 SECONDS WEST 199.09 FEET TO BEGINNING.

EASEMENT PARCEL 5:

A 50 FOOT WIDE EASEMENT FOR ACCESS LOCATED IN THE NORTHEAST QUARTER OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST, LYING 25 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE AND ALONG THE SOUTH LINE OF MALL DRIVE AND THE NORTH LINE OF PROPERTY HERETOFORE CONVEYED TO SHOPPING CENTERS, INC., AND WESTCOR, INC., AS TENANTS IN COMMON, BY INSTRUMENT RECORDED IN LIBER 986, PAGE 1469, KALAMAZOO COUNTY RECORDS, COMMENCING AT THE EAST QUARTER POST OF SECTION 9, TOWN 3 SOUTH, RANGE 11 WEST; THENCE NORTH 0 DEGREES 08 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION 862.92 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY EXTENSION OF THE SOUTH LINE OF MALL DRIVE AS DEDICATED; THENCE NORTH 89 DEGREES 56 MINUTES 30 SECONDS WEST ON SAID SOUTH LINE OF MALL DRIVE AND THE EXTENSION THEREOF 1070 FEET FOR THE POINT OF BEGINNING OF THE SAID CENTER LINE; THENCE SOUTH 0 DEGREES 01 MINUTES 47 SECONDS EAST TO THE NORTH LINE OF PROPERTY HERETOFORE CONVEYED TO SHOPPING CENTERS, INC. AND WESTCOR, INC. AS TENANTS IN COMMON BY INSTRUMENT IN LIBER 986, PAGE 1469, KALAMAZOO COUNTY RECORDS.

EASEMENT PARCEL 6:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS AND PRIVILEGES OF USE, EGRESS, INGRESS, PARKING, UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCEL NO. 1 ABOVE, TOGETHER WITH ALL THE RIGHTS, POWERS, PRIVILEGES AND BENEFITS ACCRUING TO THE OWNER OF SAID PARCEL NO. 1, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND CREATED, DEFINED, AND LIMITED BY THAT CERTAIN CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AND EXECUTED BY SCICOR ASSOCIATES, J.C. PENNEY PROPERTIES, INC., AND DAYTON-HUDSON CORPORATION DATED FEBRUARY 7, 1979 AND RECORDED ON FEBRUARY 8, 1979 IN LIBER 1061 ON PAGE 1228, KALAMAZOO COUNTY RECORDS, AS AMENDED BY FIRST AMENDMENT TO CONSTRUCTION OPERATING AND RECIPROCAL EASEMENT AGREEMENT DATED NOVEMBER 9, 1979 AND RECORDED ON DECEMBER 10, 1979 IN LIBER 1086 ON PAGE 676, KALAMAZOO COUNTY RECORDS AND AS AMENDED BY SECOND AMENDMENT TO CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 20, 1981 AND RECORDED OCTOBER 20, 1981 IN LIBER 1131 ON PAGE 305, AND THIRD AMENDMENT TO CONSTRUCTION, OPERATING AND RECIPROCAL EASEMENT AGREEMENT DATED FEBRUARY 8, 1988 AND RECORDED FEBRUARY 9, 1988 IN LIBER 1355 PAGE 992, AND AGREEMENT RECORDED IN LIBER 1486 PAGE 408 AND ASSIGNMENT AND ASSUMPTION RECORDED IN LIBER 2 106 PAGE 1497, KALAMAZOO COUNTY RECORDS (HEREINAFTER COLLECTIVELY REFERRED TO AS "OPERATING AGREEMENT"), IN, ON OVER AND UNDER THE TRACT OF LAND DESCRIBED IN SAID OPERATING AGREEMENT (EXCEPT THOSE PORTIONS OCCUPIED OR TO BE OCCUPIED BY BUILDING AND STRUCTURES) IN KALAMAZOO COUNTY; AS ASSIGNED UNDER THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS DATED SEPTEMBER 5, 2013 FROM MDS REALTY I, LLC TO KALAMAZOO MALL ANCHOR ACQUISITION, LLC, RECORDED OCTOBER 2, 2013 AS DOCUMENT NO. 2013-04 1025.



EXHIBIT B

CONSENT ORDER

[see attached]

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Pages: 8 of 18 DEED

ASK SERVICES INC

Meredith Place County Clerk/Register Kalamazoo County, MI



STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF KALAMAZOO

GSMS 2014-GC18 SOUTH WESTNEDGE
AVENUE, LLC, a Delaware limited liability
company, by and through LNR Partners, LLC,
its Special Servicer,

Plaintiff,

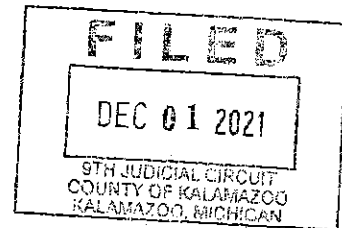
Case No. 2021-0226-CB

Hon. Alexander C. Lipsey

vs.

KALAMAZOO MALL, LLC, a Michigan
limited liability company,

Defendant.



Brian M. Moore (P58584)
Jonathan Kama Jr. (P83703)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0700
bmoore@dykema.com
jkama@dykema.com

Robert W. O'Brien (P59127)
MILLER JOHNSON PLC
Attorneys for Defendant
45 Ottawa Ave, SW, Suite 1100
Grand Rapids, Michigan 49503
(616) 831-1783
obrienr@millerjohnson.com

John M. Roels (P26098)
WHEELER UPHAM, P.C.
Attorneys for the Receiver
250 Monroe Ave., NW, Suite 100
Grand Rapids, MI 49503
(616) 459-7100
roels@wuattorneys.com

CONSENT ORDER CONFIRMING SALE OF PROPERTY

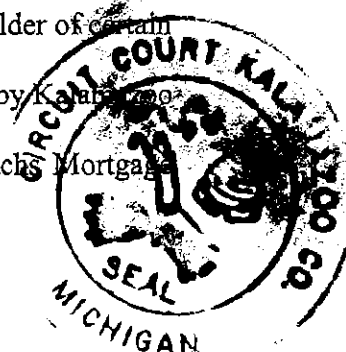
Findings of Fact

1. GSMS 2014-GC18 South Westnedge Avenue, LLC, by and through LNR Partners, LLC, its Special Servicer ("Plaintiff" or "Noteholder") is the present owner and holder of certain indebtedness evidenced by a Promissory Note dated November 12, 2013 executed by Kalamazoo Mall, LLC ("Defendant" or "Borrower") and originally payable to Goldman Sachs Mortgage

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ASK SERVICES INC
Meredith Place County Clerk/Register Kalamazoo County, MI



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Company ("Original Lender") in the original principal amount of One Hundred Million Dollars (\$100,000,000) (the "Note"), which Note was issued pursuant to a Loan Agreement dated November 12, 2013 entered into by and between Borrower and Original Lender (the "Loan Agreement"), and secured by, among other things, a Mortgage dated November 12, 2013 made by Borrower in favor of Original Lender and recorded on or about December 13, 2013, with the Kalamazoo County Register of Deeds at Instrument No. 2013-49275 ("Mortgage").

2. The Mortgage encumbers certain real property and a mall owned by Defendant and located at 6650 South Westnedge Avenue, Portage, MI 49024, also known as Crossroads Mall ("Property").

3. The Loan Agreement, Promissory Note, Mortgage, and other agreements, documents and instruments concerning the Loan, in their original form and as amended, restated or replaced from time to time, and as assigned, are collectively referred to as the "Loan Documents." Pursuant to certain assignments, the Loan Documents were assigned to and are held by Plaintiff. Plaintiff has a first lien security interest in the Property by virtue of the Loan Documents.

4. On June 22, 2021, this Court entered the Consent Order Appointing Receiver ("Receiver Order"), whereby this Court appointed Gregory T. Maloney (the "Receiver"), the President and CEO for Retail for Jones Lang LaSalle America, Inc., as the Receiver over the Property.

5. Pursuant to Section 15.1 of the Receiver Order, and in accordance with accordance with MCL 554.1026, the Receiver was authorized to market and sell the Property on behalf of and in the name of Defendant, including the authorization to execute a listing agreement, a purchase

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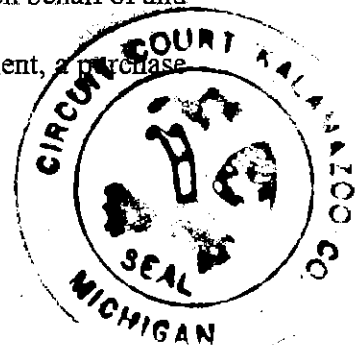
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ASK SERVICES INC

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agreement for the sale of the Property, deed, mortgage loan assumption, modification agreement, closing statement, and all other documents necessary to sell the Property.

6. With the consent of Plaintiff and Defendant, the Receiver, as seller, and Crossroads Mall Realty Holding LLC ("Buyer"), as buyer, entered into an Agreement for Sale and Purchase of Property (the "Sale and Purchase Agreement") wherein Buyer agreed to buy the Property for \$25,250,000.00 (the "Sale"). The Sale and Purchase Agreement has been made available to the Court.

7. Pursuant to Section 15.4 of the Receiver Order, any sale and contract for sale are subject to later approval and confirmation by Order of this Court ("Confirmation Order").

8. The Receiver, Plaintiff and Defendant maintain that the Sale is a commercially reasonable sale to a bona fide third party as determined by the Receiver in its reasonable business judgment.

NOW, THEREFORE, based upon the foregoing findings of fact and stipulation of the parties and Receiver:

IT IS HEREBY ORDERED that the Sale and Purchase Agreement and the Sale of the Property is approved and confirmed.

IT IS HEREBY FURTHER ORDERED that the Receiver is authorized and empowered to execute all agreements and documents necessary to close and effectuate the Sale, including granting a deed to the Property to Buyer.

IT IS HEREBY FURTHER ORDERED that, pursuant to Section 15.4 of the Receiver Order, within ten (10) days after closing on the Sale of the Property, the Receiver shall file an affidavit with the Clerk of Court stating the following with respect to the Sale: (i) the Property was



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sold for a commercially reasonable price; (ii) the date of sale and sale price, and (iii) the sale complied with the conditions of the Confirmation Order.

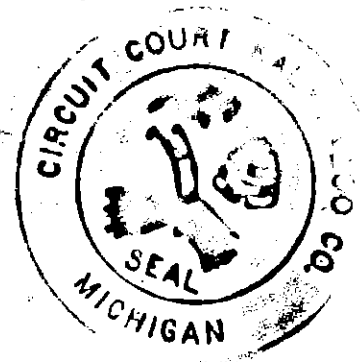
IT IS HEREBY FURTHER ORDERED that the Net Proceeds (as defined in the Receiver Order) shall be disbursed pursuant to Section 15.7 of the Receiver Order.

IT IS HEREBY FURTHER ORDERED that, pursuant to Section 15.8 of the Receiver Order, the Sale of the Property shall be free and clear of Plaintiff's Mortgage and all liens, claims, encumbrances, leasehold interests, pledges, mortgages, security interests, and other interests that are junior or subordinated to the Mortgage. Further, the Sale shall be free and clear of, and shall not be subject to, any right of redemption.

IT IS FURTHER ORDERED that upon Plaintiff's receipt of its portion of the Net Proceeds from the sale pursuant to paragraph 15.7 of the Receiver Order, there shall be no deficiency balance due Plaintiff by any party even if the total balance due Plaintiff has not been paid in full.

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IT IS HEREBY FURTHER ORDERED that this is a final, non-appealable order.

Date: 12-1-2021

Paul B. Anderson
Circuit Court Judge

STIPULATED AND AGREED:

By: /s/ Brian M. Moore
Brian M. Moore (P58584)
DYKEMA GOSSETT PLLC
Attorneys for Plaintiff
39577 Woodward Avenue, Suite 300
Bloomfield Hills, MI 48304
(248) 203-0772
bmoore@dykema.com

By: /s/ John M Roels
John M. Roels (P26098)
WHEELER UPHAM, P.C.
Attorneys for the Receiver
250 Monroe Ave., NW, Suite 100
Grand Rapids, MI 49503
(616) 459-7100
roels@wuattorneys.com

By: /s/ Robert W. O'Brien
Robert W. O'Brien (P59127)
MILLER JOHNSON PLC
Attorneys for Defendant
45 Ottawa Ave, SW, Suite 1100
Grand Rapids, MI 49503
(616) 831-1783
obrienr@millerjohnson.com

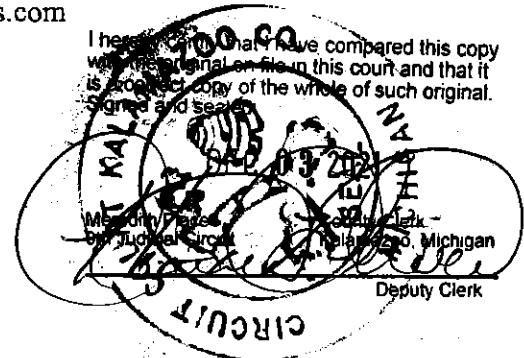


EXHIBIT C

PERMITTED ENCUMBRANCES

1. Lien for real estate taxes and assessments not yet due and payable.
2. Rights of tenants, if any, under any unrecorded leases.
3. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority which are not yet due and payable, including, but not limited to water bills and sanitary bills.
4. Summer Tax, or School Tax for the fiscal year 2021-2022 beginning July 1, 2021.
5. Winter Tax, or Property Tax for the fiscal year 2021-2022 beginning December 1, 2021.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Recording No: Liber 278, Page 46, Liber 278, Page 47, Liber 565, Page 509, and Liber 748, Page 76, except those portions released in instruments recorded in Liber 893, Page 1304, Liber 986, Page 1468 and Liber 1172, Page 921.
8. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Kalamazoo County Road Commission in document entitled Drainage Easement Release Recording No: Liber 788, Page 1731 and Resolution recorded in Liber 1355, Page 984.
9. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Kalamazoo County Drain Commissioner in document entitled Release of Right of Way Recording No: Liber 792, Page 291, Liber 792, Page 293, Liber 792, Page 309 and Liber 792, Page 347.
10. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Portage Township Consolidated Drain No. 1 under the supervision of the County Drain Commissioner of the County of Kalamazoo and State of Michigan Recording No: Liber 792, Page 307, Liber 792, Page 311 and Liber 795, Page 1701.
11. Easements and the terms, conditions and provisions thereof which are recited in Resolution recorded in Liber 792, Page 355.
12. Easements and the terms, conditions and provisions thereof which are recited in Indenture between Consumers Power Company and the Board of County Road Commissioners of the County of Kalamazoo recorded in Liber 808, Page 741.
13. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Document: Easement for Sanitary Sewer

By and Between Consumers Power Company and County of Kalamazoo

Recording No: Liber 849, Page 680.

14. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording No: Liber 876, Page 1273.

15. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording No: Liber 986, Page 1474. Declaration of Restrictions Amendment Agreement recorded in Liber 1155, Page 504. Agreement recorded in Liber 1169, Page 1415. Second Amendment recorded in Liber 1185, Page 1068. Third Amendment recorded in Liber 1223, Page 1207 and re-recorded in Liber 1226, Page 270. Fourth Amendment recorded in Liber 1302, Page 128. Fifth Amendment recorded in Liber 1344, Page 752. Supplement to Fifth Amendment recorded in Liber 1371, Page 297. Sixth Amendment recorded in Liber 1391, Page 783. Seventh Amendment recorded in Liber 1439, Page 823. Agreement in Reference to Declaration of Restrictions on Residual Property recorded in Liber 1759, Page 1140.

16. Easements and the terms, conditions and provisions thereof which are recited in Grant of Easement by and between Village Green Properties, Inc., a Michigan corporation and Shopping Centers, Inc., a Michigan corporation and Westcor, Inc., an Arizona corporation recorded in Liber 987, Page 3 and Amendment and Modification to Grant of Easement recorded in Liber 1155, Page 461.
17. Agreement dated February 28, 1976 between Westcor, Inc., an Arizona Corporation and Shopping Centers, Inc., a Michigan Corporation, as Developer, Village Green Properties, Inc., a Michigan corporation, Village Green Properties, Ltd., a Michigan limited partnership, and Osco Drug, Inc., an Illinois Corporation, as recorded on August 12, 1976 in Liber 988, Page 407.

18. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Portage

Recording No: Liber 1006, Page 340.

19. Terms, conditions and provisions which are recited in Quit Claim Deed recorded in Liber 1038, Page 1347. Notice of Claim Under the Dormant Minerals Act recorded in Liber 1717, Page 1171. Modified in Instrument No. 1999-040533.

20. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:



Granted to: Consumers Power Company (now known as Consumers Energy) Recording No: Liber 1042, Page 174 and re-recorded in Instrument No. 1999-050658, and Liber 1042, Page 182. Definition recorded in Liber 1131, Page 255.

21. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Power Company (now known as Consumers Energy)

Recording No: Liber 1042, Page 189. Supplemental Agreement recorded in Liber 1133, Page 693.

22. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Power Company (now known as Consumers Energy)

Recording No: Liber 1042, Page 192. Supplemental Agreement recorded in Liber 1133, Page 693 and amended in Liber 1239, Page 1003.

23. Easement for ingress and egress to South Westnedge Avenue in favor of the Mutual Trust Life Insurance Company, Village Green Properties and Osco Drug, Inc. recorded in Liber 1061, Page 1187.

24. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document: Recording No: Liber 1061, Page 1207.

25. Terms, Covenants, and Conditions of Construction, Operating and Reciprocal Easement Agreement as set forth below:

Recording No: Liber 1061, Page 1228. First Amendment recorded in Liber 1086, Page 676. Second Amendment recorded in Liber 1131, Page 305. Assignment and Assumption recorded in Liber 2106, Page 1497. Third Amendment recorded in Liber 1355, Page 992. Assignment and Assumption of Operating Agreements recorded in Instrument No. 2004-052498. Assignment and Assumption of Operating Agreements recorded in Instrument No. 2013-041025.

26. Easement for ingress and egress as set forth in instrument recorded in Liber 1070, Page 270 and Liber 1179, Page 1433.

27. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Power Company (now known as Consumers Energy) Recording No: Liber 1133, Page 696.

28. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: City of Portage, Michigan

Recording No: Liber 1167, Page 644 and Liber 1167, Page 652.

29. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Consumers Power Company (now known as Consumers Energy) Recording No: Liber 1177, Page 647.



30. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: Consumers Power Company (now known as Consumers Energy)
Recording No: Liber 1177, Page 652.
31. Covenants and conditions as contained in Development Agreement recorded in Liber 1302, Page 183 and Amended by First Amendment to Development Agreement recorded in Liber 1381, Page 13.
32. Terms, covenants and conditions as contained in Agreement for Payment of Taxes and Assessments recorded in Liber 1398, Page 785.
33. Leasehold Interest of Ruby Tuesday, Inc., a Delaware corporation, and the covenants, conditions and provisions contained in Short Form Lease between Scicor Associates, as lessor, and Morrison Incorporated, a Delaware corporation, as lessee. Said Lease is dated September 25, 1989 and recorded November 16, 1989 in Liber 1436, Page 504. Assignment and Transfer of Lease recorded in Liber 1791, Page 804. Subordination, Nondisturbance and Attornment Agreement recorded in Liber 1436, Page 743. Said lessor interest in said lease is now held by Kalamazoo Mall L.L.C., a Delaware limited liability company.
34. Terms, Covenants, and Conditions of Agreement between VP Associates Limited Partnership, an Arizona limited partnership and Scicor Associates, a Michigan limited partnership as set forth below:
Recording No: Liber 1486, Page 408.
35. Easements, terms, covenants, and conditions as contained in Storm Sewer System Easement Agreement and Environmental Indemnification Agreement between Cole/Gilmore Cadillac-Pontiac-Nissan, Inc., a Michigan corporation, and Connecticut General Life Insurance Company, a Connecticut corporation, on behalf of its Closed End Real Estate Fund-I recorded in Liber 1889, Page 61.
36. Sub-Lessee's Interest of RT Michiana Franchise, LLC, a Delaware limited liability company, and the covenants, conditions and provisions contained in Sub-Lease between Ruby Tuesday, Inc., as lessor, and RT Michiana Franchise, LLC, a Delaware limited liability company, as lessee. Said Sub-Lease is dated February 28, 2000 and recorded March 22, 2000 in Instrument No. 2000-009804.
37. Intentionally omitted.
38. Intentionally omitted.
39. Intentionally omitted.
40. Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted in a document:
Granted to: City of Portage
Recording No: Instrument No. 2000-018084
41. Watermain Easement and Right of Way to City of Portage recorded in Instrument No. 2002-057957.



42. Sanitary Sewer Easement and Right of Way Grant to City of Portage recorded in Instrument No. 2002-057958.
43. Memorandum of Agreement for use restrictions by and between Kalamazoo Mall, LLC and MDS Realty I, LLC recorded in Instrument No. 2006-007461.
44. Agreement for road maintenance by and between Kalamazoo Mall, L.L.C. and LVV Investments, L.L.C. recorded July 27, 2007 in Instrument No. 2007-028227.
45. Lessee's Interest of Forever 21 Retail, Inc., and the covenants, conditions and provisions of unrecorded lease, as evidenced of record by Notice of Completion recorded in Instrument No. 2008-021126.
46. Agreement for Bikeway/Trailway Easement and Right of Way Grant in favor of the City of Portage, a Michigan Municipal corporation, recorded in Instrument No. 2008-022972.
47. Lessee's Interest of General Growth Properties, and the covenants, conditions and provisions of unrecorded lease, as evidenced of record by Instrument No. 2009-018814.
48. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: September 5, 2013

Lessor: MDS Realty I, LLC, a Delaware limited liability company

Lessee: Burlington Coat Factory of Michigan, LLC, a Michigan limited liability company

Recording Date: October 2, 2013

Recording No: Instrument No. 2013-041026.

49. Notice of Commencement as recorded at Instrument No. 2018-014487.
50. Sidewalk Easement and Right-of-Way Grant in favor of the City of Portage, recorded in Instrument No. 2018-037698.
51. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document:

Entitled: Subordination, Non-Disturbance and Attornment Agreement
Lessor: Kalamazoo Mall, LLC, a Delaware limited liability company
Lessee: H & M Hennes & Mauritz L.P., a New York limited partnership
Recording Date: July 18, 2019
Recording No: Instrument No. 2019-020281.
52. Lessee's Interest of BPR FIN I Subco, LLC and Charming Charlie, and the covenants, conditions and provisions of unrecorded lease, as evidenced of record by Instrument No. 2019-022539.
53. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: February 28, 2020

Lessor: Kalamazoo Mall LLC

Lessee: The Cato Corporation

Recording Date: July 14, 2020

Recording No: Instrument No. 2020-022072.



EXHIBIT B









































